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11 UNITED ROAD TOWING, INC.

12  
13 UNITED STATES DISTRICT COURT  
14 SOUTHERN DISTRICT OF CALIFORNIA

15 UNITED ROAD TOWING, INC., ) Case No.: 10 CV 1038 DMS RBB  
16 Plaintiff, )  
17 v. )  
18 YRC, INC., YRC LOGISTICS SERVICES, ) **FIRST AMENDED COMPLAINT FOR**  
19 INC., and DOES 1 to 10, ) **DAMAGES ARISING UNDER THE**  
20 Defendants. ) **CARMACK AMENDMENT 49 U.S.C. §**  
21 ) **14706**  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 ) / Complaint Filed: December 20, 2007

19 Plaintiff alleges:  
20

21 1. That Defendants are carriers providing transportation or service subject to jurisdiction  
22 under subchapter I or III of chapter 135 (49 USCS §§ 13501).  
23 2. That Plaintiff contracted with Defendants to ship a copier machine across state lines to  
24 its subsidiary in San Diego, CA within 2 years of the filing of this civil action.  
25 3. That upon delivery of the copy machine by Defendants, Plaintiff discovered that the  
26 machine had suffered severe shipping damage while in the possession of Defendants,  
27 their agents or employees or assigns, Does 1-10.  
28 4. That Plaintiff is informed and believes, and upon such information and belief alleges  
that such shipping damage to its copy machine was caused by the conduct of  
Defendants, and each of them.

1       5. That under the terms of the bill of lading, Defendants are liable for the damages caused  
2                   to Plaintiff's copy machine.

3       6. That the actual loss or injury to the copy machine exceeds \$10,000.00.

4                   Wherefore, Plaintiff prays for:

5       1. Actual damages to the copier in an amount exceeding \$10,000.00;  
6       2. Foreseeable lost profits, incidental expenses, consequential expenses, and prejudgment  
7                   interest in an amount to be proven at trial;  
8       3. Refund of any shipping fees; and  
9       4. Any and all relief this court deems just and lawful.

10  
11 DATED: June 4, 2010

TOSCHI • SIDRAN • COLLINS • DOYLE

12  
13 By:

DAVID R. SIDRAN  
TRAVIS B. RAYMOND  
Attorneys for Plaintiff,  
UNITED ROAD TOWING, INC.

## PROOF OF SERVICE

*United Road Towing, Inc. v. YRC Inc., et al.*

United States District Court Case No.: 10 CV 1038 DMS RBB

I, the undersigned, am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action; my business address is Toschi, Sidran, Collins & Doyle, 100 Webster Street, Suite 300, Oakland, CA 94607.

On June 4, 2010, I served the foregoing document, described as:

**FIRST AMENDED COMPLAINT FOR DAMAGES ARISING UNDER THE  
CARMACK AMENDMENT 49 U.S.C. SECTION 14706**

(X) BY ELECTRONIC (E-MAIL) SERVICE: By electronically mailing an Adobe.pdf version through the Toschi, Sidran, Collins & Doyle's electronic mail system to the e-mail address set forth below.

**Attorney for Defendant**

**YRC Inc. and YRC Logistics Services**

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I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on June 4, 2010, at Oakland, California.

Diana Rome

Diana Rome